

COLLECTIVE AGREEMENT

Between

ALGOMA DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Board”)

and

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
Algoma District Occasional Teachers’ Branch

(hereinafter referred to as “the Union”)

September 1, 2008 to August 31, 2012

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 PURPOSE.....	3
2 RECOGNITION.....	3
3 DEFINITIONS.....	3-4
4 MANAGEMENT RIGHTS.....	4
5 STRIKES AND LOCKOUT.....	5
6 QUALIFICATIONS.....	5
7 UNION DUES & ASSESSMENTS.....	5
8 UNION REPRESENTATION.....	6
9 METHOD OF PAYMENT.....	7
10 RATE OF PAY.....	7-8
11 PROFESSIONAL ACTIVITY DAYS & BOARD HOLIDAYS.....	8-9
12 VERIFICATION OF QUALIFICATIONS & EXPERIENCE.....	9-10
13 OCCASIONAL TEACHERS LIST(S).....	11-12
14 CALLING OF OCCASIONAL TEACHERS FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENT.....	12-13
15 TEACHING ASSIGNMENTS.....	13
16 PREGNANCY & PARENTAL LEAVE.....	14
17 BEREAVEMENT.....	14
18 EDUCATIONAL EXAMINATION LEAVE.....	14
19 COURT ATTENDANCE/JURY DUTY.....	14-15
20 POST SECONDARY GRADUATION LEAVE.....	15
21 VOLUNTARY LEAVE OF ABSENCE.....	15
22 SICK LEAVE.....	15-16
23 BENEFITS.....	16
24 WORKING CONDITIONS.....	16-17
25 MEDICAL PROCEDURES.....	18
26 EVALUATIONS.....	18
27 RESIGNATION FROM EMPLOYMENT.....	18
28 ACCESS TO INFORMATION.....	18-19
29 CORRESPONDENCE.....	19
30 COLLECTIVE AGREEMENT COPIES & UNION INFORMATION.....	19
31 GRIEVANCE & ARBITRATION.....	19-23
32 TERMS OF AGREEMENT.....	24
LETTERS OF UNDERSTANDING..1-10.....	25 - 34

ARTICLE 1 – PURPOSE:

- 1.1 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments, deletions or additions to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.4 Where legislative changes are made which directly affect any provisions of this agreement, upon request of either party, a meeting will be held to discuss clarification of the implications of legislative changes.
- 1.5 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any worksites within the geographic areas covered by the following predecessor school boards: Central Algoma, Chapleau, Hornepayne, Michipicoten, North Shore and Sault Ste. Marie.

ARTICLE 2 – RECOGNITION:

- 2.1 The employer, being the Algoma District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”), as the bargaining agent authorized to negotiate on behalf of all Occasional Teachers employed by the Board in its elementary panel including persons who are not certified to teach but may be used by the Board pursuant to Regulation 298.

Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of the portion relative to such occasional teaching employment.
- 2.2 All new Occasional Teachers shall join the Union and remain members in good standing.

ARTICLE 3 – DEFINITIONS:

- 3.1 “Occasional Teacher” shall mean an “occasional teacher” as defined in the Education Act and may include a person employed as an occasional teacher pursuant to Regulation 298.
- 3.2 Long-term Occasional Teacher: A long term Occasional Teacher shall mean a teacher employed by the Board to teach for a period of ten (10) or more consecutive teaching days as a replacement for the same teacher.

- 3.3 Short-term Occasional Teacher: A Short-term Occasional Teacher shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.4 Uncertified Occasional Teacher Replacement: An “Uncertified Occasional Teacher Replacement” shall mean a person who does not hold a valid Ontario Teacher’s Certificate or equivalent standing who is employed by the Board in accordance with the Education Act and Regulation 298.

All such individuals shall, as a condition of employment, pay Union dues relative to any time worked under this collective agreement as an Uncertified Occasional Teacher Replacement and shall remain members of the Union in good standing for the duration of their employment under this collective agreement.

- 3.5 Where the context so requires, the singular shall include the plural and the masculine shall include the feminine.

- 3.6 Definitions of Communities:

Community A - Sault Ste. Marie (including the following schools:
Mountain View, Aweres)

Community B – Bruce Mines, Thessalon

Community C – Chapleau

Community D – Desbarats, Echo Bay, St. Joseph Island, Laird Central

Community E – Elliot Lake

Community F – Iron Bridge, Blind River, Serpent River Spanish

Community G – Michipicoten

Community H – Hornepayne

ARTICLE 4 – MANAGEMENT RIGHTS:

- 4.1 The Board retains the rights of management except as expressly limited by this Collective Agreement, including but not restricted to:
- a) the right to hire, assign, appoint, classify, transfer, suspend, layoff or discipline and discharge occasional teachers for just cause and
 - b) the right to make, alter from time to time, and enforce practices and procedures, rules and regulations to be observed by occasional teachers; and
 - c) the right to determine, implement and evaluate the qualifications for the duties and responsibilities of positions; and
 - d) the right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and the right to require all occasional teachers to comply with same.

ARTICLE 5 – STRIKES AND LOCKOUT:

5.1 There shall be no strike or lockout during the term of this agreement. The terms “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

ARTICLE 6 – QUALIFICATIONS:

- 6.1 An Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.
- 6.2 Time worked as a Short-term Occasional Teacher shall not count towards any probationary period.

ARTICLE 7 – UNION DUES AND ASSESSMENTS:

- 7.1 The Board shall deduct for every pay period and for each member covered by this collective agreement, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the ETFO within thirty (30) days of the dues being deducted. The Union shall notify the Board from time to time, of the amount of such dues and assessments. Such notice shall be given to the Board, in writing, at least thirty (30) calendar days prior to the effective date of change.
- a. The payment shall be accompanied by the dues submission list showing the names, addresses, e-mail addresses (where available), wages earned, dues and assessments deducted and the number of days worked for each occasional teacher from whose wages the deductions have been made.
 - b. The current address of ETFO is Suite 1000, 480 University Avenue, Toronto, Ontario, M5G 1V2.
 - c. The Union shall inform the Board of any changes in address for ETFO.
- 7.2 The member, the Bargaining Unit and ETFO as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by ETFO and/or the Bargaining Unit.

ARTICLE 8 – UNION REPRESENTATION:

- 8.1 The Union shall notify the Board of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers on behalf of the Union.
- 8.2 The Board recognizes the right of the Union to select a Negotiating Committee from the bargaining unit plus provincial ETFO representation. The Board agrees to recognize said committee for negotiating purposes during the term of this agreement.
- The Union recognizes the right of the Board to select a Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this agreement.
- 8.3 The Union shall notify the Board of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- 8.4 The Board recognizes the right of an occasional teacher to be represented by a Union representative at any disciplinary meeting.
- 8.5 The Board shall provide to the Union space on the ETFO bulletin board for teachers in each elementary school for the posting of notices which may be of interest to occasional teachers, providing there is space available in a place not visible to the students or the general public.
- 8.6 The Union shall be allowed to carry out Union business on the Board's premises outside of regular school hours subject to prior permission from the Principal of the school and the appropriate Superintendent of Education.
- 8.7 The Board shall grant the release for the Union President for Union Business up to one (1) FTE per school year. The President shall be paid release time at the applicable Long-Term Occasional rate for the number of days of leave requested. The Union shall reimburse the Board the cost.
- 8.8 In addition, the Board shall grant the Union up to thirty (30) days release for Union business. The Occasional Teacher shall be paid the short-term or long-term per diem rate that applies and the Union shall reimburse the board the cost.
- 8.9 Union release shall be treated in all respects as if it were time worked.

ARTICLE 9 – METHOD OF PAYMENT:

- 9.1 Occasional Teachers shall be paid on a bi-weekly pay schedule, as determined by the Board.
- 9.2 Where a payday falls on a statutory holiday, the Board shall pay Occasional Teachers on the last regular banking day prior to the statutory holiday.
- 9.3 In the event of an overpayment of salary, the parties agree that the amount of over payment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the Occasional Teacher.
- 9.4 In the event of an underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the Occasional Teacher as soon as practical on the nearest regularly scheduled pay date.
- 9.5 The Board shall provide direct deposit of salary for all Occasional Teachers covered by this collective agreement to a bank or credit union within the jurisdictional area of the Board, according to the Occasional Teacher's choice. The onus shall be on the Occasional Teacher to provide the Board with the necessary banking information in a timely fashion in order that the Occasional Teacher may be paid.
- 9.6 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the occasional teacher.
- 9.7 The Record of Employment Certificates for Occasional Teachers shall be issued following the final pay.

ARTICLE 10 – RATE OF PAY:

- 10.1 Short-term occasional teachers will be paid the following daily rates which are in accordance with the Provincial Framework Agreement. All rates are subject to the fractions of the elementary Teacher Grid at A1 Step 0 outlined below:
 - a) Certified Short Term Teachers:
 - Effective September 1, 2008 - \$204.80 – 1/194 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2009 - \$216.03 – 1/187 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2010 - \$222.51 – 1/187 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2011 - \$229.18 – 1/187 of Elementary Teacher Grid at A1 Step 0
 - b) Uncertified Short Term Teachers:
 - Effective September 1, 2008 - \$124.13 – 1/320.09 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2009 - \$130.96 – 1/309.45 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2010 - \$134.89 – 1/309.45 of Elementary Teacher Grid at A1 Step 0
 - Effective September 1, 2011 - \$138.94 – 1/309.45 of Elementary Teacher Grid at A1 Step 0

c) Certified Short Term Teachers without a degree:

Effective September 1, 2008 - \$155.73 – 1/255.13 of Elementary Teacher Grid at A1 Step 0

Effective September 1, 2009 - \$164.30 – 1/246.67 of Elementary Teacher Grid at A1 Step 0

Effective September 1, 2010 - \$169.22 – 1/246.67 of Elementary Teacher Grid at A1 Step 0

Effective September 1, 2011 - \$174.30 – 1/246.67 of Elementary Teacher Grid at A1 Step 0

- 10.2 Qualified occasional teachers will, on the 10th consecutive day of continuous employment in a single assignment be paid, subject to Qualifications and Experience Article, in accordance with the current salary grid of the Collective Agreement in effect between the Board and ETFO representing elementary teachers, retroactive to the first day of continuous employment.
- 10.3 All wages outlined in 10.1 and 10.2 shall be deemed to include vacation pay and any statutory holiday pay.
- 10.4 Occasional teachers shall be paid for only those days upon which they are required to work by the Board.
- 10.5 Remuneration paid to occasional teachers will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a short-term occasional teacher be paid for less than one-half (1/2) day.
- 10.6 It is understood that one half of the school day is equal to 150 minutes of instructional time.
- 10.7 If an Occasional Teacher replaces a teacher who receives a travel allowance, the Occasional Teacher is also entitled to receive the travel allowance for that assignment.

The appropriate kilometrage claim form and the eligible kilometrage will be made available by the school. The Occasional Teacher shall submit the Kilometre Claim form with the appropriate time sheet which corresponds to payroll dates.
- 10.8 The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the Board shall pay the Occasional Teacher for a minimum of half a day's pay in accordance with Article 10.

ARTICLE 11 – PROFESSIONAL ACTIVITY DEVELOPMENT
DAYS AND BOARD HOLIDAYS:

- 11.1 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 11.2 When a Professional Activity Day(s) or Professional Development Day(s) fall in the midst of Long-Term Occasional Teacher's assignment, the Long Term Teacher shall participate and be paid for the day(s).

- 11.2.1 A Professional Activity day during the qualifying period for a Long Term Occasional assignment shall not interrupt the continuity of a long-term occasional teaching assignment.
- 11.3 When a Professional Activity Day(s) or a Professional Development Day(s) occurs at the beginning or end of a Long Term Teacher's assignment, the Board shall have full discretion whether the Long Term Teacher works that day. Where a Long Term Teacher is required to work on such day(s) the member shall be paid for the day(s).
- 11.4 Occasional Teachers shall not be paid for Board holidays, as designated on the Official School Year Calendar.
- A Board holiday will not be considered a break in service for a long-term occasional teaching assignment.
- 11.5 An Occasional Teacher shall, upon request, on a voluntary basis, without pay, have access to a school's In-Service Program with the permission of the Principal, and access to Board wide Professional Activities with the permission of the Superintendent.
- 11.6 The Board will endeavor to provide information to the President of the Local about the Board sponsored workshops, courses, and curriculum meetings.

ARTICLE 12 – VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:

12. Qualifications:

Long Term occasional teachers shall be paid based upon the following effective September 1, 2005:

- a) It shall be the responsibility of the occasional teacher to provide the Board with the QECO Evaluation and any supporting documents at the time of hiring or as soon as possible thereafter.
- b) The placement of members with long term occasional teaching assignments shall be determined in accordance with the current QECO Programme or Programme 3, 4, or 5.
- c) The only QECO evaluation statements acceptable for verification of category placement are:
 - QECO Statements of Evaluation, or
 - Student Evaluation Letters as described below when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers for teaching credentials earned in Ontario, or
 - QECO Letters of Evaluation for Teachers on Interim Certificates of Qualification based on Teaching Credentials

earned out of Province. Salary placement based upon this documentation will be effective for the duration of the long term placement only, but not to exceed twelve (12) months from the date of appointment.

- d) QECO Student Evaluation Letters and Letters of Evaluation must state, "This Letter of Evaluation has the force of a Statement of Evaluation, when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers".
- e) The Board will recognize during any school year to January 31st, inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, the evaluation statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or later date of first appointment, provided that the member has completed educational responsibilities and requirements for upgrading prior to September 30th.

Experience:

- a) Previous full time teaching experience as a certified teacher in or outside of Ontario in elementary or secondary schools will be recognized at a one to one ratio to June 30th of the preceding school year.
- b) For part-time or occasional teaching experience as a certified teacher with this Board or any other School Board, the Board will recognize for each twenty (20) days of teaching, one month of experience pro-rated for part-time assignments, up to June 30th of the preceding school year.
If an Occasional Teacher completes a year long Long Term Occasional position, it is recognized as a full year of experience credit.
- c) Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate category level or grid.
- d) Proof of all teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the Algoma District School Board.

ARTICLE 13 - OCCASIONAL TEACHERS' LIST(S):

- 13.1 The Board will establish and maintain a list of occasional teachers by community.

An Occasional Teacher must be qualified to teach in Ontario and be registered with the Ontario College of Teachers to be eligible for inclusion on the Occasional Teachers' List (s).

An Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.

Each January, the Board shall forward to the local a list of all use of uncertified Occasional Teacher Replacements for the school year.

- 13.2 The Board will employ only certified Occasional Teachers to replace teachers who are absent, unless no certified Occasional Teacher is available. Only those Occasional Teachers whose names are on the list shall be called for occasional assignments provided they have the necessary qualifications.
- 13.3 The Board shall have the right to add to the Occasional Teacher List(s) and provide ETFO with monthly updated lists.
- 13.4 The List(s) shall be divided according to communities and shall include the following information for each occasional teacher: full name, telephone number, subject/division/grades that the Occasional Teacher is qualified to teach, communities in which the occasional teacher is available, special time considerations relevant to the occasional teacher's availability. It is understood that an occasional teacher can be on the list of more than one community.
- 13.5 It shall be the responsibility of each occasional teacher to notify the appropriate superintendent, in writing (a form will be mailed to the Occasional Teacher along with the Offence Declaration), by May 31st of each year of their desire to remain on the Occasional Teachers' List(s) for the following school year and of the communities in which they will be available.
- 13.6 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's address, e-mail address (where available), and telephone number and to ensure that the Board has on file, at all times, their current address and telephone number.
- 13.7 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's qualifications and to provide documentation thereof.

- 13.8 On or about October 30th and each month thereafter, the Board will provide the Union with a copy of the Occasional Teacher List as in Article 13.3 which shall include the addresses, e-mail addresses (where available), and telephone numbers of all occasional teachers on the Board's list(s). The Union shall be notified of any amendments.
The occasional teacher, the bargaining unit and ETFO, as the case may be shall indemnify and save the Board harmless from any and all complaints, claims, suits, attachments and any form of liability associated with release of such information to the union.
- 13.9 An occasional teacher's name shall be removed from the list(s) for the following reasons:
- i) the occasional teacher asks, in writing, to have their name removed from the list(s);
 - ii) the occasional teacher continually refuses assignments or is continually not available or cannot be reached because the contact information has not been updated by the teacher;
 - iii) the occasional teacher fails to submit notice, in writing, on the appropriate form by May 31st, of their intent to be available for the following school year;
 - iv) the occasional teacher is removed for Just Cause.
- 13.10 Any occasional teacher removed from the list for i), ii), iii), iv), v), above will be informed in writing, and the Union President, within ten (10) school days.
- 13.11 With the approval of the appropriate Superintendent an occasional teacher may be granted a leave of absence from the Algoma District School Board list(s) to accept a Long-term Occasional assignment with another Board.
- 13.12 By October 31st, of each school year, upon the request of the Union, the Board shall provide the Algoma Occasional Teacher Local a report of the number of contract positions filled by Algoma Occasional Teacher members from September 1 to August 31st of the previous school year.

**ARTICLE 14 – CALLING OF OCCASIONAL TEACHERS FOR
SHORT-TERM OCCASIONAL TEACHING
ASSIGNMENT:**

- 14.1 An occasional teacher shall indicate on the form they submit each May, the community(ies) in which the occasional teacher will be available to work.
- 14.2 In all communities, except Sault Ste. Marie, the Board will call occasional teachers, having regard to the qualifications of the occasional teacher.

14.3 In the Community of Sault Ste. Marie, the Board will establish one call-out list. The list will be established alphabetically and be put into effect on the first day of school in January. Each September, the list will begin with the teacher next on the list after the last teacher called out in June. Where the occasional teacher next on the list to be called out is not qualified, or is not available for the assignment, the next name on the list will be called. If the school that a teacher is called out for is more than 50 km away, the teacher will not be penalized for refusing the call.

14.4 Recurring Absence Assignment

Notwithstanding Article 14.2 the parties agree that for consistency in the classroom to accommodate recurring absences, such as Board-wide Professional Development, Federation Leaves, or other repeated absences, which are known in advance, the Board may assign a qualified Occasional Teacher from the list that best meets the needs of the classroom. To ensure fair and equitable distribution of work, once an OT has been selected for a recurring absence assignment, he or she cannot be assigned to another recurring absence assignment for a different teacher until the occasional teacher list has been exhausted. The Board will track the usage of Recurring Absence Assignments and make a report to the Union each January.

ARTICLE 15 – TEACHING ASSIGNMENTS:

15.1 When the Board knows in advance that Long-term Occasional Teaching positions are going to be at least fifteen (15) days in duration, the Board agrees to post the positions on the ETFO bulletin board in each elementary school/workplace and on the Algoma Board website by grade and/or subject for a period of five (5) calendar days. Notice of such vacancy will be provided to the Algoma Elementary Occasional Teacher President or designate, by fax and by e-mail.

15.2 A copy of the notice of vacancy will be sent to each elementary school for posting.

15.3 Should there be no qualified candidates on the Occasional Teachers' list willing to accept such a position, the Board may advertise externally.

15.4 Short-term Occasional Teaching positions which become Long-term Occasional Teaching positions shall not be considered as job vacancies for the purpose of this Article.

15.5 Contract Teaching Positions

The Board shall review and consider but not be limited to occasional teachers who have applied for regular probationary teaching assignments in the elementary panel.

ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE:

16.1 An occasional teacher is entitled to an unpaid Pregnancy or Parental Leave of absence as provided for in the Employment Standards Act.

ARTICLE 17 – BEREAVEMENT:

17.1 Bereavement Leave

- a) Bereavement leave shall be granted without loss of pay or sick leave credits to long-term occasional teachers for the following:
 - i) For the funeral of a long-term occasional teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.
- b) Bereavement leave for those situations covered under this Article will be provided as follows:
 - i) Within a distance of one hundred and fifty (150) km of the long-term occasional teacher's principal residence to a maximum of three working or school days.

Notwithstanding the above, when a death occurs in a long-term occasional teacher's immediate family (father, mother, brother, sister, spouse, common law, or same sex partner, child, guardian, mother-in-law, father-in-law), the long term occasional teacher may be granted an additional two days upon request to the Superintendent.

- ii) For greater distances – to a maximum of five school days.

ARTICLE 18 – EDUCATIONAL EXAMINATION LEAVE:

18.1 On application through the Principal, a long-term occasional teacher shall be granted a leave of absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the long-term occasional teacher's academic or professional qualifications and education. Such leave of absence shall be with no loss of pay and shall be for the day of the examination only.

ARTICLE 19 – COURT ATTENDANCE/JURY DUTY:

19.1 a) A long-term occasional teacher required by subpoena to appear as a witness in a court case shall be granted a leave of absence with pay and no loss to sick leave.

- b) A long-term occasional teacher who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.
- 19.2
- a) A long-term occasional teacher required to serve on a jury shall be granted a leave of absence with pay and no loss to sick leave for the period requested by the court.
 - b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

ARTICLE 20 – POST SECONDARY GRADUATION LEAVE:

- 20.1 Post Secondary graduation leave will be granted to a long-term occasional teacher with no loss of pay to attend the long-term occasional teacher's convocation from a certified and recognized post secondary institution, upon application to the Manager of Human Resources. Such leave shall be for the day of the graduation only and shall be limited to one day.

ARTICLE 21 – VOLUNTARY LEAVE OF ABSENCE:

- 21.1 An occasional teacher may be granted a leave of absence for one (1) school year or part of a school year. The occasional teacher's name will be removed from the occasional teacher list for the period of the leave and will be added to the list upon termination of the leave at the written request of the occasional teacher.
- 21.2 Any teacher wishing to return to the occasional teachers' list following a leave of absence shall request to do so in writing to the superintendent before the termination of their leave or the teacher will be deemed to have resigned from the Board's employ and will be removed from the Occasional Teachers' list.

ARTICLE 22 – SICK LEAVE:

- 22.1 A long-term occasional teacher shall be granted two (2) days sick leave credit for every twenty (20) teaching days for the portion of long-term occasional assignment which occurs after sixty (60) teaching days in the same long-term occasional assignment.
- For sick days that occur prior to the eighty(80) day period, the teacher may draw on the unused portion of the available days retroactively within the current school year.

- 22.2 Sick leave shall not be accumulated from assignment to assignment unless the next long-term assignment occurs within five (5) days of the previous long term assignment.
- 22.3 The purpose of sick leave shall be for absences related to a long-term occasional teacher's illness or dental condition(s).
- 22.4 The sick leave credits shall be reduced by one day for each day of absence. A fraction of a day used shall be taken to the next higher half day.
- 22.5 No sick leave days will be credited to long-term occasional teachers on leave of absence, or on strike or lockout or withdrawal of services.
- 22.6 A part-time long-term occasional teacher shall receive and be deducted for sick days on a pro rata basis in accordance with their teaching assignment;
- 22.7 All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 22.8 The Board, at their expense, reserves the right to require a long-term occasional teacher to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.

ARTICLE 23 – BENEFITS:

- 23.1 A long-term occasional teacher whose placement is known to be more than sixty (60) teaching days in any long-term assignment, may, after fifteen (15) teaching days in that single long-term assignment, purchase Extended Health and Dental Insurance in the Elementary Teachers' Plans available from the Board's insurer.
- 23.2 The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer's contract shall prevail at all times.
- 23.3 Such participation in the Board plan shall be for the duration of the long-term occasional assignment only and the employee will be removed from the plan at the end of the assignment.

ARTICLE 24 – WORKING CONDITIONS:

- 24.1 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 24.2 On the first day of an assignment, an Occasional Teacher shall not be required to perform before school supervision duty or bus duty. The duty shall be rescheduled during the day.
- 24.3 The Board shall provide each occasional teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day.

- 24.4 The school shall provide the following in-school information to Occasional Teachers; a timetable for the Occasional Teacher's assignment (including supervision periods); an up-to-date class list; a copy of the school's Code of Conduct. In addition, the Occasional Teacher shall be provided with information pertaining to students with serious medical or behavioural issues, and/or other environmental issues at the school which could impact the Occasional Teacher's health and safety.
- 24.5 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with adequate time to travel between the locations.
- 24.6 An Occasional Teacher who is required to travel between schools as part of their occasional assignment shall be paid for such travel according to Board policy.
- 24.7 An Occasional Teacher who is called for an assignment who reports to work and finds that his/her services are not required shall be paid a half-day's pay for reporting for duty.
- 24.8 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such a late request.
- 24.9 In the event of an emergency closure of a school or early dismissal for weather-related reasons, an Occasional Teacher on assignment in the school, shall be paid as follows:
- a) If the closure or dismissal occurs prior to the lunch break, the Occasional Teacher shall receive one-half (1/2) day's pay;
 - b) If the closure or dismissal occurs after the lunch break, the Occasional Teacher shall receive one (1) full day's pay.
- Notwithstanding the above, Occasional Teachers shall be required to remain at the school as required by the Principal.
- 24.10 It is understood that the assessment and evaluation of students is an on-going process. If the Board requests that a LTO teacher assist with further completion of report cards due to an inconvenient end date of the LTO assignment, the LTO teacher shall be paid at the rate of pay for the LTO assignment for the day required.
- 24.11 A newly hired Occasional Teacher will Serve a probationary period of fifteen (15) days of occasional teaching. The probationary period must be completed within two (2) years from the date of time.

ARTICLE 25 – MEDICAL PROCEDURES:

25.1 It shall not be the duty of an Occasional Teacher to undertake any medical procedures for any pupils.

ARTICLE 26 – EVALUATIONS:

26.1 Only supervisory officers, elementary principals and vice-principals shall evaluate an occasional teacher's competence.

26.2 All evaluations shall be completed on the Occasional Teacher evaluation form. The form will be shared with the President of the Union and Local.

26.3 An Occasional Teacher can request an evaluation. The Occasional Teacher and the evaluator shall agree upon when the evaluation will take place.

ARTICLE 27 – RESIGNATION FROM EMPLOYMENT:

27.1 A teacher on the Occasional Teacher's list shall be required to provide the Board with two (2) weeks written notice of the Occasional Teacher's intent to resign. In the event an Occasional Teacher signs a contract with another Board, he/she will be required to resign from the list within two (2) school days.

27.2 Notwithstanding the above, an Occasional Teacher employed in a long-term occasional position shall be required to provide the Board with four (4) weeks written notice of the Occasional Teacher's intent to resign.

27.3 Nothing herein prevents an Occasional Teacher and the Board from mutually agreeing to the Occasional Teacher's resignation at any time.

ARTICLE 28 – ACCESS TO INFORMATION:

28.1 An Occasional Teacher will have access to their own personnel file upon request during normal office hours and in the presence of a Board designated representative.

28.2 The Occasional Teacher will have the right to make copies of any material contained in such file or an Occasional Teacher may designate in writing, an Occasional Teacher from the Bargaining Unit to view or copy the file on behalf of the Occasional Teacher.

28.3 The member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.

28.4 The Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the file.

- 28.5 Nothing adverse shall be inserted into an Occasional Teacher's personnel file without copies being sent to the Occasional Teacher by registered mail. The Occasional Teacher has the right to request removal of adverse materials from their file. In the event that the Board does not approve the removal of adverse materials on their request, the Occasional Teacher may insert a statement of objection into the file.
- 28.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 29 – CORRESPONDENCE:

- 29.1 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

ARTICLE 30 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:

- 30.1 Each Occasional Teacher of the bargaining unit shall be provided with a copy of this collective agreement at shared expense between the Board and the Union, within ninety (90) days of the signing of the agreement.
- 30.2 Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at shared expense between the Board and the Union.

ARTICLE 31 – GRIEVANCE AND ARBITRATION:

General:

- 31.1 A grievance shall be defined as a matter arising from the interpretation, administration of alleged contravention of this Agreement.
- 31.2 For the purpose of this Article participation by teleconference shall be deemed to constitute attendance at a meeting.
- 31.3 Individual Grievance:
- a) Informal Step
 - i) If an Occasional Teacher(s) feels there has been a contravention of the collective agreement, the Occasional Teacher(s) shall first seek remedy through an informal meeting with the principal or immediate supervisor. The Occasional Teacher(s) may have Bargaining Unit

representation present at said meeting, should the Occasional Teacher so desire.

- ii) The Occasional Teacher must discuss the alleged contravention with the principal or immediate supervisor within fifteen (15) school days of the alleged contravention.

b) Step 1

- i) If the informal discussion does not result in a resolution, the Bargaining Unit, on behalf of the Occasional Teacher(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the principal or immediate supervisor and the Manager or Human Resources) within ten (10) school days of the informal meeting with the principal or immediate supervisor.
- ii) Such written grievance shall contain:
 - a) a description of how the alleged dispute is in violation of the collective agreement including the relevant Article number(s); and
 - b) a statement of the fact(s) to support such a grievance; and
 - c) the relief sought; and
 - d) the signature of the duly authorized official of the Bargaining Unit and the Occasional Teacher(s) concerned.
- iii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.

c) Step 2:

- i) If the grievance is not resolved at Step 1, the Bargaining Unit may within ten (10) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.
 - ii) The Bargaining Unit shall be notified in writing of the answer of the Director with ten (10) school days from the date of the receipt of the grievance at Step 2.
 - iii) If the reply of the Director is unacceptable to the Bargaining Unit, the Bargaining Unit shall advise the Board of their position within ten (10) school days from the date of receipt of the reply.
- d) i) Time restrictions are mandatory but may be extended if mutually agreed upon at any step in this process. Consent to extend the time restrictions will not be unreasonably withheld.

- ii) The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

31.4 Policy Grievance (Bargaining Unit or Board Initiated):

- a) Informal Step
 - i) The party alleging contravention of the collective agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent or duly authorized representative of the Bargaining Unit as the case may be.
 - ii) Such a meeting shall occur within fifteen (15) school days of the date of the alleged contravention of the agreement.
- b) Step 1
 - i) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file the grievance shall do so in writing to either the Director or the Bargaining Unit President, as the case may be, within ten (10) school days of the informal meeting.
 - ii) Such written grievance shall contain:
 - a) A description of how the alleged dispute is in violation of the collective agreement, including the relevant Article number(s); and
 - b) A statement of the fact to support such a grievance; and
 - c) The relief sought; and
 - d) The signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
 - iii) The Director or President of the Bargaining Unit, as the case may be, shall respond in writing to the grievance within ten (10) school days of the receipt of the written grievance.
- c) Step 2

If the reply of Step 1 is unacceptable to the grievor, the grievor shall then advise the other party of their position within ten (10) school days from the date of receipt of the reply of Step 1.

- d) i) Time restrictions are mandatory but may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld.

- ii) The failure of one party to comply with time allowances of any agreed upon extensions shall result in the grievance being progressed to the next step.

31.5 Alternative Forms of Grievance Mediation:

- a) At any time, following the Informal Step in the Grievance Procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. The decision of the Grievance Mediator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement.
- b) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties.
- c) Each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors and witnesses.

31.6 Arbitration:

- a) Either party desiring Arbitration shall notify the other party in writing of its desire to submit a grievance to Arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- b) The recipient of the notice shall within fifteen (15) school days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) When two appointees are so selected they shall appoint a third person who shall be the Chair. This appointment shall be made within fifteen (15) working days.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree up on a Chair within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- f) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision.

The decision shall be final and binding upon the parties and upon any employees or employer affected by it.

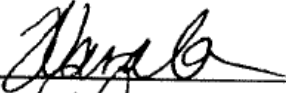
- g) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- h) The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of this agreement.
- i) The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- j) Upon mutual agreement, the grievor may submit the grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.
- k) Prior to proceeding to Arbitration the parties may meet in an attempt to resolve the outstanding issues.

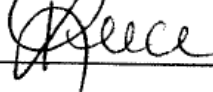
ARTICLE 32 – TERMS OF AGREEMENT:

- 32.1 This agreement shall be in force from September 1, 2008 to August 31, 2012, and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this agreement as provided herein.
- 32.2 Should legislation be passed during the life of this agreement which requires the amalgamation of this bargaining unit with the elementary teachers bargaining unit, the parties agree that the expiry date above shall be changed to coincide with the expiry date of the Elementary Teachers' Collective Agreement.
- 32.3 Either party to this collective agreement may, within the period of one-hundred-and eighty (180) calendar days, before the agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications, of the agreement or to the making of a new agreement.


Within fifteen (15) working days or receipt of notice to bargain by either party, the other party will make every effort to enter into negotiations for a renewal or revision of the agreement.

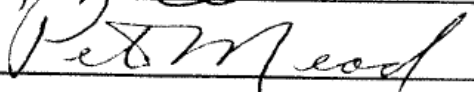
For the Board





For the Union





LETTER OF UNDERSTANDING 1

Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

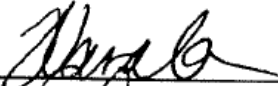
Occasional Teacher Committee

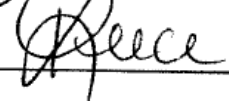
There will be an Occasional Teacher Issue Committee with 3 Union representatives and 3 Board representatives that will meet a minimum of 3 times to discuss possible options for:

- The Occasional Teacher List;
- The Short Term Casual Call-out process;
- An Electronic process for timesheets; **(the pilot of electronic submissions of time sheets)**
- Professional development;
- The Interview Process and rating system for contract positions; **and**
- **Occasional Teachers' folder**


At the end of this collective agreement, the Parties will discuss the effectiveness of this Committee.

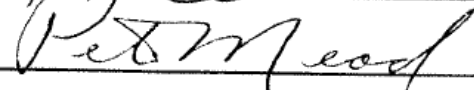
For the Board





For the Union





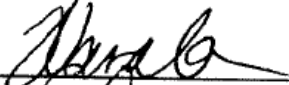
LETTER OF UNDERSTANDING 2

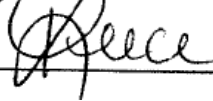
Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

Teacher Development Account


In the event that the government provides money for a development account or similar fund, the parties will meet to discuss the distribution of these funds.

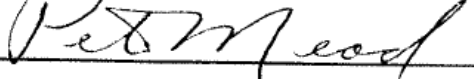
For the Board





For the Union





LETTER OF UNDERSTANDING 3

Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

OCCASIONAL TEACHERS Without Degrees

The following individuals who are qualified teachers without a degree shall have their daily rate grandfathered for the life of this agreement or until such time as the collective agreement daily rate for Category A, exceeds the current rate. Effective September 1, 2004, the current daily rate for these members is the daily rate for Credited teachers without degrees plus \$30.00.

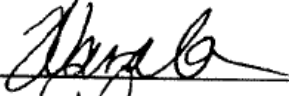
Central Algoma Area:

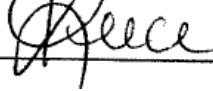
Diane Adamson
Suzanne Evoy
Lesley Ann Patterson
Sandra Williamson

Michipicoten Area:


Myrna Henson

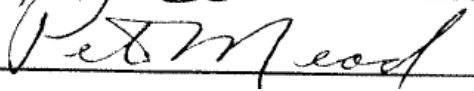
For the Board





For the Union



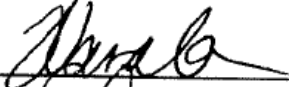


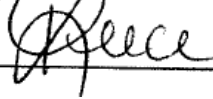
LETTER OF UNDERSTANDING 4

Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD


The Board and the Union shall establish a Committee to discuss reporting of EI hours. The committee shall report their findings by September, 2009.


For the Board





For the Union





LETTER OF UNDERSTANDING 5

Between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**

and

ALGOMA DISTRICT SCHOOL BOARD

Long Term Occasional Pool

For the duration of the 2008-2012 Collective Agreement, the Board will establish a Long Term Occasional Teacher Pool and will post within the system to initially establish and to renew the pool. Available positions will be posted on the Board's website.

Occasional Teachers are eligible to apply to the Long Term Occasional Pool when the Occasional Teacher has completed the probationary period. Occasional Teachers will remain in the Pool for two (2) school years.

A Teacher will be notified when their term on the list is complete and may apply, in writing, to the appropriate Superintendent to remain on the list. A Teacher in the Long Term Pool is still eligible for daily, short-term call-outs and will be deemed to be available for short-term work upon completion of a Long Term assignment.

Once in the Long Term Occasional Pool, a member may submit his/her name for consideration for any number of positions.

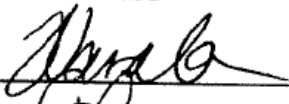
Should three (3) or fewer members apply for a Long Term Occasional Position, interviews may be held at the discretion of the Board. For positions to which four (4) or more applicants apply, the Board will interview a minimum of three (3) applicants.

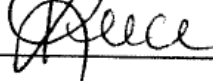
Should there be no qualified or successful applicant from the Pool, the Board will then post the available position to the occasional teachers, then to the probationary occasional teachers, before hiring externally.

The Board shall renew the pool as required and will share the names of those members who are on the list for the Long Term Occasional Teacher Pool with the Union President.


The Board reserves the right to remove a teacher from the Long Term Occasional Teacher Pool for just cause.

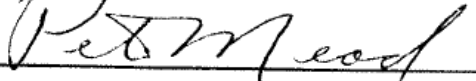
For the Board





For the Union





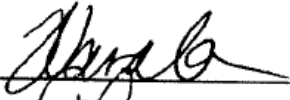
LETTER OF UNDERSTANDING 6

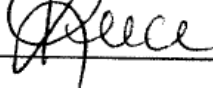
Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

Time Sheet


The Board will pilot the electronic timesheet in ten (10) schools during the 2008-2012 Collective Agreement. The Board and Union will review the pilot in the Labour Management Committee by December 31, 2010.

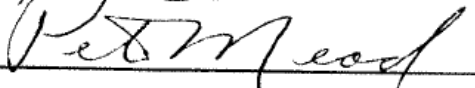
For the Board





For the Union





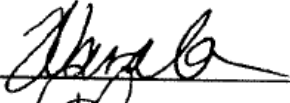
LETTER OF UNDERSTANDING 7

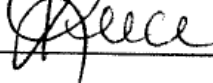
Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

NTIP PROGRAM


It is understood that a Long Term Occasional Teacher can participate in the NTIP program as per the prescribed legislation.

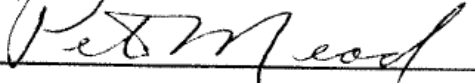
For the Board





For the Union





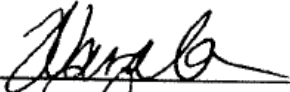
LETTER OF UNDERSTANDING 8

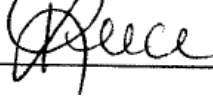
Between
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**
and
ALGOMA DISTRICT SCHOOL BOARD

Computer Access


The Board agrees to investigate a means of providing Elementary Occasional Teachers with access to computers in the schools.

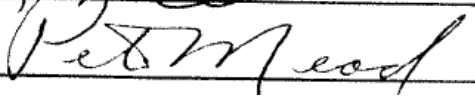
For the Board





For the Union





LETTER OF UNDERSTANDING 9

Between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**

and

ALGOMA DISTRICT SCHOOL BOARD

Occasional Teacher List Committee

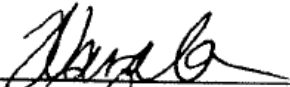
The Board in consultation with the Union will explore the feasibility to establish an efficiency range of the number for the Occasional Teacher list during the term of this agreement.

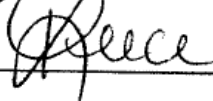
The Board will meet with up to three (3) representatives of the Union to discuss data concerning the needs of the Board in respect to the Occasional Teacher List. The Issues discussed will include, but not be limited to, geographic needs, grade, and subject requirements.

If the Superintendent responsible for the Occasional Teachers determines that the number of Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to the Occasional List following consultation with the Union.


The Committee will meet three (3) times per school year and begin no later than June 30, 2009.

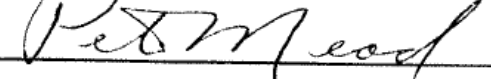
For the Board





For the Union





LETTER OF UNDERSTANDING 10

Between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)**

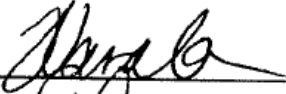
and

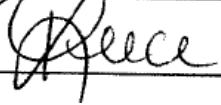
ALGOMA DISTRICT SCHOOL BOARD

Occupational Health and Safety

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

For the Board





For the Union

